



**STATEMENT OF PROCEEDINGS FOR THE
REGULAR MEETING OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES HELD IN ROOM 381B
OF THE KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012**

Tuesday, June 9, 2009

9:30 AM

- 70.** Recommendation: Approve the termination of four security guard services contracts with International Services, Inc., for Service Provider Areas (SPAs) 1, 3, 5 and 7, effective May 1, 2009, due to the firm's inability to meet the obligations of the contracts; approve and instruct the Chairman to sign an amendment to the contract with North American Security, Inc., to add SPAs 1, 3 and 5 for security guard services, effective May 1, 2009; and to increase the second contract year amount by \$3,179,311, and increase the third contract year amount by \$1,015,866; also approve and instruct the Chairman to sign an amendment to contract with Securitas Security Services, USA, Inc., to add SPA 7 for security guard services, effective May 1, 2009, and to increase the second contract year amount by \$2,419,294, and increase the third contract year amount by \$834,924. (Continued from meeting of 6-2-09) (**Office of Public Safety**) (09-1148)

The Board took the following action on Agenda Item Nos. 70 and 71:

Supervisor Ridley-Thomas made a motion, seconded by Supervisor Antonovich, that the Chief Executive Officer be instructed to work with the Acting County Counsel and various County departments to implement a Countywide policy which addresses the issues arising out of a situation where a contractor providing security services for Los Angeles County at County buildings and facilities defaults on, or is unable to execute, the terms of such a security service contract, and where due to exigent circumstances the County is required to continue the provision of such security services without going out to competitive bid. Contracts shall include the following provisions:

- 1. The contractor shall offer employment to all retention employees who are qualified for such jobs, where a "retention employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a Contractor under**

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- a predecessor contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and (c) is or will be terminated from his or her employment as a result of the County entering into this new contract;
2. The contractor shall not be required to hire a retention employee who:
(a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of a Contractor; and
 3. The contractor shall not terminate a retention employee for the first 60 days of employment under the contract, except for cause. Thereafter the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

William T Fujioka, Chief Executive Officer, Margo Morales, Administrative Deputy, Office of Public Safety, Robert Kalunian, Acting County Counsel, and Leela Kapur, Chief Deputy County Counsel, responded to questions posed by the Board.

After discussion, Supervisor Molina requested the following:

1. The Acting County Counsel to continue to represent the Board's position to pursue the full payment of unpaid wages to employees retained under the contract after the Contractor, International Services, Incorporated, filed for Chapter 11 Bankruptcy; and report back to the Board on the status of the case; and
2. The Chief Executive Officer, in conjunction with the Auditor-Controller, to report back on:
 - What protection is included within as-needed contracts for the retention of employees in the event that a new contractor takes over a security service contract;
 - A definition of what an as-needed contract entails, particularly as it relates to Proposition A responsibilities; and
 - The current costs for as-needed contracts.

In addition, Supervisor Molina made a suggestion that Supervisor Ridley Thomas' motion be amended to also instruct the Acting County Counsel to amend the language in the Living Wage Ordinance to include the Sheriff Department's contracts. Supervisor Ridley-Thomas accepted Supervisor Molina's amendment.

Supervisor Yaroslavsky requested the Chief Executive Officer to also report back on the wages for as-needed employees versus those employed under a living wage contract.

After further discussion, on motion of Supervisor Ridley-Thomas, seconded by Supervisor Yaroslavsky, this item was approved as amended to:

1. Instruct the Chief Executive Officer to work with the Acting County Counsel and various County departments to implement a Countywide policy which addresses the issues arising out of a situation where a contractor providing security services for Los Angeles County at County buildings and facilities defaults on, or is unable to execute, the terms of such a security service contract, and where due to exigent circumstances the County is required to continue the provision of such security services without going out to competitive bid. Contracts shall include the following provisions:
 - The contractor shall offer employment to all retention employees who are qualified for such jobs, where a "retention employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a Contractor under a predecessor contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and (c) is or will be terminated from his or her employment as a result of the County entering into this new contract;
 - The contractor shall not be required to hire a retention employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of a Contractor; and
 - The contractor shall not terminate a retention employee for the

first 60 days of employment under the contract, except for cause. Thereafter the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees;

2. Instruct the Acting County Counsel to continue to represent the Board's position to pursue the full payment of unpaid wages to employees retained under the contract after the Contractor, International Services, Incorporated, filed for Chapter 11 Bankruptcy; and report back to the Board on the status of the case;
3. Instruct the Acting County Counsel to amend the language in the Living Wage Ordinance to include the Sheriff Department's contracts; and
4. Instruct the Chief Executive Officer, in conjunction with the Auditor-Controller, to report back on:
 - What protection is included within as-needed contracts for the retention of employees in the event that a new contractor takes over a security service contract;
 - A definition of what an as-needed contract entails, particularly as it relates to Proposition A responsibilities;
 - The current costs for as-needed contracts; and
 - The wages for as-needed employees versus those employed under a living wage contract.

Ayes: 5 - Supervisor Molina, Supervisor Ridley-Thomas, Supervisor Yaroslavsky, Supervisor Antonovich and Supervisor Knabe

Attachments: [Board Letter](#)

Agreement Nos. 76435, Supplement 1; and 76437, Supplement 1

The foregoing is a fair statement of the proceedings of the regular meeting held June 9, 2009, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Sachi A. Hamai, Executive Officer
Executive Officer-Clerk
of the Board of Supervisors

By _____

Sachi A. Hamai
Executive Officer